



9th Annual

PIKES PEAK LAVENDER FILM FESTIVAL

*"Bringing quality international lesbian, gay, bisexual
and transgender films to Colorado Springs"*

P.O. Box 1987, Colorado Springs, CO 80901

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Independent Contractor Agreement

- 1) This Agreement is made on March 1, 2008 between the 9th Annual Pikes Peak Lavender Film Festival and Alma Cremonesi.
- 2) Subject to the terms and conditions as set forth herein, the 9th Annual Pikes Peak Lavender Film Festival retains Alma Cremonesi as **Festival Director**, and she hereby accepts the 9th Annual Pikes Peak Lavender Film Festival's retention to perform services describes herein.

3) **Contractor Obligations:**

In return for the compensation noted under "Contractor Compensation," the contractor voluntarily agrees to perform services for the 9th Annual Pikes Peak Annual Lavender Film Festival as described below:

- 1) Participate with others in film selection and programming
- 2) Raise monies in support of the Festival
- 3) Write publicity pieces for local and area news outlets and publications
- 4) Participate in community events as a means of advertising the Festival
- 5) Coordinate with others in the design and production of Festival literature such as a brochure, program, poster, mailer
- 6) Invite and book Festival guests, such as film directors, producers, actors, actresses if deemed appropriate
- 7) Other duties as assigned by the Executive Board

All of these duties shall be completed in a timely fashion, culminating with the Opening of the Festival on September 19th.

4) **Contractor Compensation:**

In full consideration of all services performed by the contractor as described in this contract, the 9th Annual Pikes Peak Lavender Film Festival shall pay the contractor \$6,000.00 in compensation for the completion of the assigned tasks. The contractor shall be exclusively responsible for the payment of all taxes incidental to the compensation paid for services performed, including but not limited to federal and state income, sales, or use taxes.

5) Independent Contractor:

The contractor's relationship to the 9th Annual Pikes Peak Lavender Film Festival is one of an independent contractor. Nothing in this agreement shall create an employment or agency relationship, unless approved by the Executive Board.

Contractor services are to be performed solely by the contractor. If outsourced for any reason, the contractor shall be responsible for the payment of any monies owed to subcontractors.

6) Standards of Performance:

The contractor's performance of services under this agreement shall be in compliance with all applicable laws or regulations federal, state, and local government, nor shall the contractor perform any contracted service in a manner which would be injurious to the reputation and goodwill of the 9th Annual Pikes Peak Lavender Film Festival.

The 9th Annual Pikes Peak Lavender Film Festival shall not be liable to the contractor for any personal injuries or property damage sustained by the contractor in the performance of her duties.

No waiver or modification of this contract shall be valid unless presented in writing and signed by both parties.

The Executive shall evaluate the services performed by the contractor for the Festival.

7) Disputes Arising with regard to the Contract:

It is the intention of both parties that all suits that may be brought arising out of, or in connection with this agreement will be construed in accordance with and under the laws of the State of Colorado.

This contract is subject to annual review and modification or amendment as deemed necessary by the Festival's Executive Board, and the contractor.

8) Entire Agreement:

This contract contains the complete agreement concerning the services to be performed by the contractor for the 9th Annual Pikes Peak Lavender Film Festival and supersedes all prior agreements or understandings, written or unwritten. By signing this contract, both parties acknowledge that they have read this contract, and understand its terms.

Executed this ___first___ day of ___March___, 2008 in Colorado Springs, Colorado.

For the Festival: B.A. Armistead Executive Board President

Contractor: _____